

## NOTICE TO BIDDERS

Notice is hereby given that the City of South Bend, Indiana, will receive sealed bids at the **Office of the Board of Public Works, 13th Floor, County-City Building, Room 1316, 227 West Jefferson, South Bend, Indiana**, until the hour of **9:30 a.m., Local Time, on MONDAY, MAY 8, 2006** for the following:

TWO HUNDRED FORTY-EIGHT (248) PAIRS, MORE OR LESS, FIREFIGHTERS BOOT  
TWO HUNDRED FORTY-EIGHT (248) MORE OR LESS, FIREFIGHTERS HELMET  
TWO HUNDRED FORTY-EIGHT (248) SETS, MORE OR LESS, FIREFIGHTERS PROTECTIVE CLOTHING

Specifications are available for download by logging onto the City of South Bend's web page at [www.southbendin.gov](http://www.southbendin.gov)

- \* Click on "Business" – Upper Right Hand Corner
- \* Click on "City Bids"
- \* Click on "Vehicle Equipment & Miscellaneous Bids"
- \* Input Your Company Information
- \* Highlight the Specification Package

**The Bid Specification package (which includes all forms and documents) will be e-mailed to you within a few minutes.**

The following information **must** be included (**and is required**) in your Bid submittal in order for your Bid to be considered:

- \* Bid Form 95
- \* Bid Bond or Bid Security
- \* "Non-Collusion and Non-Debarment Affidavit and Nondiscrimination Commitment for Sellers" form
- \* Proposal Page (if provided)

There is no charge for the specifications. The Specifications are also available for review only during regular working hours in the Department of Public Works, 1316 County-City Building, South Bend, Indiana.

**Bids received after 9:30 a.m. (Local Time) on Monday, MAY 8, 2006 will be returned unopened.**

**Bids must be on Bid Form 95, as prescribed by the State Board of Accounts. A Certified Check or Bid Bond in the amount of not less than 10% must be submitted with the bid. Each bidder must submit a "Non-Collusion and Non-Debarment Affidavit and Nondiscrimination Commitment for Sellers" form with their bid. The Proposal page must also be submitted (if provided).**

The Board reserves the right to reject any or all bids or to accept a full or partial award of the bid or bids which, in its judgment, will be to the best interest of the City of South Bend.

BOARD OF PUBLIC WORKS  
Angela K. Jacob, Clerk

Publish two times:  
April 14, 2006  
April 21, 2006

## SOUTH BEND FIRE DEPARTMENT

### FIREFIGHTERS BOOT SPECIFICATIONS

The South Bend Fire Department is in the process of purchasing approximately 248 pairs of leather boots. All vendors bidding shall meet a minimum requirement as listed below. Boots must be delivered 60 days after bid has been awarded.

1. Scope:

The purpose of the item is to provide protection during structural firefighting operations where there is a threat of fire or when certain physical hazards are likely to be encountered, such as during non-fire-related rescue operations, emergency medical operations, and victim extrication.

2. Standard:

All items produced shall meet or exceed the criteria set forth in the current NFPA editions and Fed-OSHA specifications.

3. Third Party Testing and Listing Program:

All components and composites used in the construction of the items shall be third party tested, certified, and listed for compliance to current NFPA editions. Such certification shall be denoted by the certification label of the third party tester.

4. Labeling:

Appropriate warning labels shall be permanently affixed to each item. The label shall include the following information:

- A. Compliance to NFPA Standards
- B. Underwriters laboratories classified mark
- C. Manufacturer's name
- D. Manufacturer's address
- E. Manufacturer's boot identification number
- F. Date of manufacture
- G. Size

5. User Information Guide:

Each boot shall include a User Information Guide with information required by NFPA. This guide shall include:

- A. Pre-Use information
  - 1. Safety considerations
  - 2. Limitations
  - 3. Warranty information
- B. Preparation for use:
  - 1. Sizing / Adjustment
  - 2. Recommended storage practices
- C. Inspections:
  - 1. Inspection frequency and details

D. Use

1. Proper use consistent with NFPA 1500, standards on fire department occupational safety and health program, and 29 CFR 1910.132.

E. Maintenance and cleaning:

1. Cleaning instructions and precautions with a statement advising user not to wear garments that are not thoroughly cleaned & dried.
2. Maintenance criteria and methods of repair where applicable.
3. Decontamination procedures for both chemical and biological contamination.

6. Warranty:

- 6.1 Each boot shall have a lifetime warranty against defects in material and workmanship.
- 6.2 Any item that is delivered by the contractor that has a defect in material or workmanship will be replaced at no charge to the city, within a 14 day period.

7. Fitting:

- 7.1 A manufacturer factory representative will properly fit all firefighters.
- 7.2 A sizing schedule shall be created by the Fire Chief, within 14 days of bid award.
- 7.3 Successful bidder shall guarantee proper fit of items at time of delivery.
- 7.4 Items that do not fit a firefighter sized by successful bidder will be exchanged at no cost to City of South Bend.
- 7.5 Fitting shall be accomplished by use of sizing samples and measurements.
- 7.6 Newly hired firefighters:  
The contractor must be available to size newly hired firefighters within the week that they are hired. The city usually hires between five (5) and ten (10) new firefighters a year. The year 2007 will have 2 hirings.

8. Delivery of Items:

- 8.1 Delivery of items pursuant to the specifications contained herein shall be delivered within sixty (60) days of award of bid FOB to the City of South Bend
- 8.2 Delivery timetable will be a consideration in the award of the bid.

9. Sample of Items

- 9.1 An exact production sample of items bid showing all construction features shall accompany the bid proposal.
- 9.2 These samples are to be provided without obligation to the purchaser.
- 9.3 Sample of items will be considered in the award of the bid.
- 9.4 The sample submitted by successful bidder will become the property of the South Bend Fire Department, all others to be retrieved by the manufacturer.
- 9.5 No exceptions from the sample will be accepted by the South Bend Fire Department as meeting the bid requirements.
- 9.6 Any deviation from the sample must be requested in writing and approved in writing by the South Bend Fire Department. Without approval by the department, no deviations will be accepted as meeting the requirements of this bid.

9.7 The South Bend Fire Department will make the successful bid sample available for inspection by any interested party.

\_\_\_\_\_ Comply \_\_\_\_\_ Exception

10. Must meet the requirements of NFPA 1971 – 2006 standards on protective ensemble for structural fire fighting boots.

\_\_\_\_\_ Comply \_\_\_\_\_ Exception

11. Must have Cross Tech inner liner that meets or exceeds penetration resistance to blood and body fluids while providing breathable comfort as defined in NFPA 1971 (2006 edition). All Cross Tech liner booties must be 100% leak-tested at the factory level, without exception.

\_\_\_\_\_ Comply \_\_\_\_\_ Exception

12. Thermal Liner – 100% Kevlar felt thermal barrier.

\_\_\_\_\_ Comply \_\_\_\_\_ Exception

13. Must be at least 14" high at front of outer front of boot.

\_\_\_\_\_ Comply \_\_\_\_\_ Exception

14. Must have steel ladder shank in bottom of boot.

\_\_\_\_\_ Comply \_\_\_\_\_ Exception

15. Must have inner steel toe and scuff resistant outer toe.

\_\_\_\_\_ Comply \_\_\_\_\_ Exception

16. Must have heavy duty reinforced pull up straps that are fastened to the boot – no zipper.

\_\_\_\_\_ Comply \_\_\_\_\_ Exception

17. Winner of bid will fit each firefighter for boot size. When boot arrives successful bidder will guarantee fit of boots.

\_\_\_\_\_ Comply \_\_\_\_\_ Exception

18. Outer boot will be made of top military grade leather. Boot will be waterproof, cut resistant, and flame resistant (7 ½ oz. breathable leather).

\_\_\_\_\_ Comply \_\_\_\_\_ Exception

19. Sole of boot must be Vibram brand (thermal, chemical, and abrasion resistant). Must have a slip-resistant tread on bottom of boot. Outside must be non-marking. Manufacturer must be capable of re-soling damaged boots at factory if necessary

\_\_\_\_\_ Comply \_\_\_\_\_ Exception

20. Must have puncture-resistant shin guard on front of boot.

\_\_\_\_\_ Comply \_\_\_\_\_ Exception

21. An exact production sample of items bid showing all construction features shall accompany the bid proposal.

\_\_\_\_\_ Comply \_\_\_\_\_ Exception

22. OPTIONAL NON-WARRANTY REPAIR:  
The city is interested in having the contractor make repairs to the items provided pursuant to the specifications.

\_\_\_\_\_ Comply \_\_\_\_\_ Exception

## **SOUTH BEND FIRE DEPARTMENT**

### **FIREFIGHTERS HELMET SPECIFICATIONS**

The South Bend Fire Department is in the process of purchasing approximately 248 helmets. All vendors bidding shall meet a minimum requirement as listed below. Helmets must be delivered 60 days after bid has been awarded.

**1. Scope:**

The purpose of the helmet is to provide protection during structural firefighting operations where there is a threat of fire or when certain physical hazards are likely to be encountered, such as during non-fire-related rescue operations, emergency medical operations, and victim extrication.

**2. Standard:**

All items produced shall meet or exceed the criteria set forth in NFPA 1971- 2006 edition and Fed-OSHA specifications.

**3. Third Party Testing and Listing Program:**

All components and composites used in the construction of the items shall be third party tested, certified, and listed for compliance to current NFPA editions. Such certification shall be denoted by the certification label of the third party tester.

**4. Labeling:**

Appropriate warning labels shall be permanently affixed to each item. The label shall include the following information:

- A. Compliance to NFPA Standards
- B. Underwriters laboratories classified mark
- C. Manufacturer's name
- D. Manufacturer's address
- E. Manufacturer's helmet identification number
- F. Date of manufacture
- G. Size

**5. User Information Guide:**

Each helmet shall include a User Information Guide with information required by NFPA. This guide shall include:

- A. Pre-Use information
  - 1. Safety considerations
  - 2. Limitations
  - 3. Warranty information
- B. Preparation for use:
  - 1. Sizing / Adjustment
  - 2. Recommended storage practices
- C. Inspections:
  - 1. Inspection frequency and details
- D. Use
  - 1. Proper use consistent with NFPA 1500, standard on fire department, occupational safety and health program, and 29 CFR 1910.132.

E. Maintenance and cleaning:

1. Cleaning instructions and precautions with a statement advising users not to use helmets that are not thoroughly cleaned & dried.
2. Inspection details
3. Maintenance criteria and methods of repair where applicable.
4. Decontamination procedures for both chemical and biological contamination.

6. Warranty:

- 6.1 Each helmet shall have a lifetime warranty against defects in material and workmanship.
- 6.2 Any item that is delivered by the contractor that has a defect in material or workmanship will be replaced at no charge to the city, within a 14 day period.
- 6.3 Each helmet shell shall be guaranteed for 5 years.

7. Fitting:

- 7.1 A manufacturer factory representative will properly fit all firefighters.
- 7.2 A sizing schedule shall be created by the Fire Chief, within 14 days of bid award.
- 7.3 Successful bidder shall guarantee proper fit of items at time of delivery.
- 7.4 Items that do not fit a firefighter sized by successful bidder will be exchanged at no cost to City of South Bend.
- 7.5 Fitting shall be accomplished by use of sizing samples and measurements.
- 7.6 Newly hired firefighters:  
The contractor must be available to size newly hired firefighters within the week that they are hired. The city usually hires between five (5) and ten (10) new firefighters a year. The year 2007 will have 2 hirings.

8. Delivery of Items:

- 8.1 Delivery of items pursuant to the specifications contained herein shall be delivered within sixty (60) days of award of bid FOB to the City of South Bend
- 8.2 Delivery timetable will be a consideration in the award of the bid.

9. Sample of Items

- 9.1 An exact production sample of items bid showing all construction features shall accompany the bid proposal.
- 9.2 These samples are to be provided without obligation to the purchaser.
- 9.3 Sample of items will be considered in the award of the bid.
- 9.4 The sample submitted by successful bidder will become the property of the South Bend Fire Department, all others to be retrieved by the manufacturer.
- 9.5 No exceptions from the sample will be accepted by the South Bend Fire Department as meeting the bid requirements.
- 9.6 Any deviation from the sample must be requested in writing and approved In writing by the South Bend Fire Department. Without approval by the department, no deviations will be accepted as meeting the requirements of this bid.
- 9.7 The South Bend Fire Department will make successful bid sample available for Inspection by any interested party.

\_\_\_\_\_ Comply

\_\_\_\_\_ Exception

10. Traditional style with a shell blend of ballistic-grade Kevlar and fiberglass or high strength fiberglass resin composite.

\_\_\_\_\_ Comply \_\_\_\_\_ Exception

11. Meet current NFPA Standard, NFPA 1971 – 2006 Edition.

12. Earflaps – will match the color of the helmet

13. Goggle Retention – Clear APEC (ESS Quick Attach Goggles)

\_\_\_\_\_ Comply \_\_\_\_\_ Exception

14. Chin Strap – Q-release with Postman slide

\_\_\_\_\_ Comply \_\_\_\_\_ Exception

15. Trapezoids – Scotchlite 2 tone lime or orange (quantity of each specified by SBFD)

\_\_\_\_\_ Comply \_\_\_\_\_ Exception

16. 1. Front Holder – Standard carved eagle.  
2. Front – Paul Conway, or equivalent, 6" leather front.  
16.2.1 Front color to match the helmet color

Chief, Assistant Chief, Battalion Chief

Front - White

Inserts - Red

Rank on top insert – White letters

"South Bend" on Bottom Insert – White letters

2" leather – 3 digit number - Red

Captain

Front - Red

Inserts - Black

Rank on top insert – White letters

"South Bend" on Bottom Insert – White letters

2" leather – 2 or 3 digit number – White



Firefighter

Front - Black

Inserts - Red

Rank on top inserts – White letters

"South Bend" on Bottom Insert – White letters

2" leather – 2 or 3 digit number - Red

\_\_\_\_\_ Comply \_\_\_\_\_ Exception

17. OPTION: Goggle Storage Accessory on Helmet Option – Color to match helmet

## **SOUTH BEND FIRE DEPARTMENT**

### **FIREFIGHTERS PROTECTIVE CLOTHING SPECIFICATIONS**

The South Bend Fire Department is in the process of purchasing approximately 248 sets of protective clothing. All vendors bidding shall meet a minimum requirement as listed below. Protective clothing must be delivered 60 days after bid has been awarded.

1. Scope:

The purpose of the clothing is to provide protection during structural firefighting operations where there is a threat of fire or when certain physical hazards are likely to be encountered, such as during non-fire-related rescue operations, emergency medical operations, and victim extrication.

2. Standard:

All garments produced shall meet or exceed the criteria set forth in the current edition of NFPA 1971 (2006 revision), protective clothing for structural firefighting, Fed-OSHA CFR 1910, Subpart L, OSHA 29 CFR Part 1910.1030.

3. Third Party Testing and Listing Program:

All components and composites used in the construction of the garments shall be third party tested, certified and listed for compliance to NFPA 1971-2006 Edition. Such certification shall be denoted by the certification label of the third party tester.

4. Labeling:

Appropriate warning labels shall be permanently affixed to each garment. The label shall include the following information:

- A. Compliance to NFPA Standard #1971-2006 Edition
- B. Underwriters laboratories classified mark
- C. Manufacturers name
- D. Manufacturers address
- E. Manufacturers garment identification number
- F. Date of manufacture
- G. Size
- H. Fiber Contents
- I. Bar Code Tracking System

5. User Information Guide:

Each garment shall include a User Information Guide with information required by NFPA 1971-2006 Edition. This guide shall include:

A. Pre-Use information

- 1. Safety considerations
- 2. Limitations
- 3. Garment marking recommendations and restrictions
- 4. A statement that most performance properties of the garment cannot be tested by the user in the field.
- 5. Warranty information

B. Preparation for use:

- 1. Sizing / Adjustment
- 2. Recommended storage practices

C. Inspections:

1. Inspection frequency and details

D. Don / Doff

1. Donning and doffing procedures
2. Interface issues

E. Use

1. Proper use consistent with NFPA 1500, standard on fire department occupational safety and health program, and 29 CFR 1910.132.

F. Maintenance and cleaning:

1. Cleaning instructions and precautions with a statement advising users not to use garments that are not thoroughly cleaned & dried.
2. Inspection details
3. Maintenance criteria and methods of repair where applicable.
4. Decontamination procedures for both chemical and biological contamination.

G. Retirement and Disposal:

1. The manufacturer shall provide retirement and disposal criteria and considerations.

6. Warranty:

- 6.1 Each garment shall have a lifetime warranty against defects in material and workmanship.
- 6.2 Any garment that is delivered by the contractor that has a defect in material or workmanship will be replaced at no charge to the city, within a 14 day period.

7. Fitting:

- 7.1 A manufacturer factory representative will properly fit all firefighters turnout clothing
- 7.2 A sizing schedule shall be created by the Fire Chief, within 14 days of bid award
- 7.3 Successful bidder shall guarantee proper fit of clothing at time of delivery.
- 7.4 Clothing that does not fit a firefighter sized by successful bidder will be exchanged at no cost to City of South Bend.
- 7.5 Fitting shall be accomplished by use of sizing samples and measurements.
- 7.6 Newly hired firefighters:  
The contractor must be available to size newly hired firefighters for their protective clothing the week that they are hired. The city usually hires between five (5) and ten (10) new firefighters a year. The year 2007 will have 2 hirings

8. Delivery of Protective Clothing:

- 8.1 Delivery of garments pursuant to the specifications contained herein shall be delivered within sixty (60) days of award of bid FOB to the City of South Bend
- 8.2 Delivery timetable will be a consideration in the award of the bid.

9. Sample of Protective Clothing

- 9.1 An exact production sample of items bid showing all construction features shall accompany the bid proposal.

- 9.2 These samples are to be provided without obligation to the purchaser.
- 9.3 Sample of clothing will be considered in the award of the bid.
- 9.4 The example submitted by successful bidder will become the property of the South Bend Fire Department, all others to be retrieved by the manufacturer.
- 9.5 No exceptions from the example / sample will be accepted by the South Bend Fire Department as meeting the bid requirements.
- 9.6 Any deviation from the example / sample must be requested in writing and approved in writing by the South Bend Fire Department. Without approval by the department, no deviations will be accepted as meeting the requirements of this bid.
- 9.7 The South Bend Fire Department will make successful bid sample available for inspection by any interested party.

\_\_\_\_\_ Comply

\_\_\_\_\_ Exception

#### 10. OPTIONAL NON-WARRANTY REPAIR:

The city is interested in having the contractor make repairs to the protective clothing provided pursuant to the specifications, in which repairs may be required by the wear and tear that occurs in the course of using the clothing in firefighting activities. Such repairs are to be performed at the option of the city and must be made in a workmanlike manner and within the guidelines of the thread and stitching specifications set out herein. The city requires a ten (10) day turnaround for the repair of garments.

\_\_\_\_\_ Comply

\_\_\_\_\_ Exception

#### 11. Composite Performance:

The garment composite, consisting of the outer shell, moisture barrier, and thermal liner shall provide a Thermal Protective Performance (TPP) of not less than 40 when tested in accordance with NFPA 1971 / 2006 Edition standard.

\_\_\_\_\_ Comply

\_\_\_\_\_ Exception

#### 12. Sizing:

- 12.1 The jacket shall be custom fit per torso length and provide NFPA 1500 overlap requirements in the prescribed extended positions with a nominal length of 32 inches. Jacket shall not interfere with pant bellows access or inhibit climbing or crawling ability.
- 12.2 The jacket shall be available in even size chest measurements of 2 inch increments, and shall range from a small size of 30 to a large size of 72 with corresponding sleeve lengths available in two inch increments.
- 12.3 The trouser shall be available in even size waist measurements of two inch increment inseam measurement shall be available in two inch increments.
- 12.4 General sizing, such as small, medium, large, etc., will not be considered acceptable. Sizing specifically for females shall be available.
- 12.5 There shall be no additional charge for oversizes or female sizes.

\_\_\_\_\_ Comply

\_\_\_\_\_ Exception

#### 13 Construction Requirements:

- 13.1 All thread to be Nomex of minimum Tex 70.24 / 4 size
  - 13.1.a All major A and B seams be sewn with a minimum of Tex 70 Thread.

13.2 All other stitching shall conform to the requirements of lock stitch federal standard 751 and all other industry acceptable standards for producing quality, long lasting, protective clothing.

13.3 All outer shell stress points, including top and bottom pocket corners, pocket flap corners, top and bottom of storm flap / fly shall be reinforced using a 42 stitch minimum bar tack.

\_\_\_\_\_ Comply

\_\_\_\_\_ Exception

14. Outer Shell Material:

The outer shell shall be constructed of 7.5 oz. / sq. yd. Matrix or Gemini 40% PBI / 60% Kelvar Ripstop weave with water / stain repellent finish. Color shall be Black.

\_\_\_\_\_ Comply

\_\_\_\_\_ Exception

15. Moisture Barrier:

The moisture barrier material shall be constructed of Crosstech moisture barrier bonded to an E-89 spunlaced Nomex / Kevlar Aramid blend base cloth with an approximate weight of 5 oz. / sq. yd.

\_\_\_\_\_ Comply

\_\_\_\_\_ Exception

16. Thermal Liner:

The thermal liner shall be 2 layers of E89 spunlaced Nomex / Kevlar Aramid blend quilted to Caldura SL face cloth platinum in color. Total weight shall be approximately 7.1 oz. per square yard.

\_\_\_\_\_ Comply

\_\_\_\_\_ Exception

17. Coat Requirements:

17.1 The coat shall be designed of multi piece construction which shall include one back panel, and two front panels. The coat shell and liner shall be oversized to assure proper chest fit and ensuring maximum mobility without restriction of arms and shoulders.

17.2 Moisture barrier / Thermal liner attachment. The thermal liner and moisture barrier shall be completely removable from the coat shell. 4 snaps shall secure the thermal liner / moisture barrier to the outer shell along the length of the neck. The thermal liner / moisture barrier shall be secured with a minimum of five snap fasteners appropriately spaced on each coat facing and two snap fasteners (on heat resistant cloth tabs) at each sleeve end. Two snap fasteners (on a 1 inch, heat resistant cloth tab) shall be bartacked on the right and left side seams near the bottom protection at the front, the liner shall be positioned so it is sandwiched between Crosstech (film facing outward) and the inside facing.

\_\_\_\_\_ Comply

\_\_\_\_\_ Exception

- 17.3 Inside Pocket: An inside coat pocket measuring approximately 8 inches by 9 inches shall be affixed to the inside of the thermal liner on the left side.

\_\_\_\_\_ Comply \_\_\_\_\_ Exception

- 17.4 Collar: The collar shall be of layered construction, at least 4 inches (10.2 cm) high, consisting of a layer of breathable moisture barrier and pathogen barrier material (see item 15) and another layer of NFPA 1976 certified insulating material (no foam) sandwiched between an outer layer of aluminized outer shell material and an inner facing layer of non- aluminized 7.5 oz PBI material. The design shall incorporate in its patterning a natural contour that will allow proper fit and performance in the standing (upright) or stowed position.

There shall be no vertical or horizontal seams or stitching in the body of the collar, since this may weaken collar integrity. Left outside of collar shall have a sewn piece of 3-inch x 5-inch (7.6 cm x 12.7 cm) hook and loop fastener hook tape to ensure maximum adjustability when engaging chinstrap-to-collar closure. Each collar shall be graded to individual coat sizes.

Chin Strap: The chin strap shall be of layered construction identical to that of the collar configuration described in the previous paragraphs. Chin straps shall be 10 inches (25.4 cm) long across the top corners, 12 inches (30.5 cm) long across the bottom corners, and 5 inches (12.7 cm) in vertical height, measured at this center. The top edge shall incorporate extra material in the shape of a crescent to ensure that the whole garment will pass the NFPA 1971 Whole Garment Liquid Penetration Test. The leading underside edge of the chin strap shall have a 1.5-inch-wide (3.8 cm-wide) horizontal strip of hook and loop fastener pile to ensure closure and to ensure passage of the NFPA 1971 Whole Garment Liquid Penetration Test.

\_\_\_\_\_ Comply \_\_\_\_\_ Exception

- 17.5 Hanger Loop: An internal hanger loop constructed of specified outer shell material shall be provided on the inside of the coat at the collar seam. It shall be designed to provide long service and shall not tear or separate from the coat when the coat is hung by the hanger loop, loaded evenly with a weight of 80 lbs. and allowed to hang for (1) minute.

\_\_\_\_\_ Comply \_\_\_\_\_ Exception

- 17.6 Shoulder Reinforcement: The tops of the shoulders of the outer shell shall be reinforced on the outside with specified outer shell material with a minimum of 3" at the collar and 4" at the shoulder .

\_\_\_\_\_ Comply \_\_\_\_\_ Exception

- 17.7 Shoulders: Shoulders shall have a minimum TPP rating of 60. This must be accomplished by the usage of high temperature, fiber based specified liner material.

\_\_\_\_\_ Comply \_\_\_\_\_ Exception

- 17.8 Padded Elbows: Padding for the elbows shall be accomplished with one layer of specified liner material. The specified liner material shall be sandwiched between the thermal liner and the moisture barrier minimum 3 ½" X 7".

\_\_\_\_\_ Comply \_\_\_\_\_ Exception

- 17.9 Sleeve Cuff Reinforcement: The sleeve cuff shall be reinforced black suede leather. The cuff reinforcement shall not be less than 2 inches in width and folded in half, approximately one half inside and one half outside the sleeve and for greater strength and abrasion resistance.

\_\_\_\_\_ Comply \_\_\_\_\_ Exception

- 17.10 Wristlet and Sleeve Well: The wristlet shall be made of 100% Nomex and have a thumb hole and shall be black.

17.10.1 Inner Wristlet & Waterwell with Thumb Tab: Every coat shall feature a 4.5-inch (11.4 cm) long, double layer 100% Nomex knit inner wristlets protected by a flame-resistant waterwell. The inner wristlet shall be sewn to the thermal liner sleeve end (not to the outer shell), and shall provide a thumb hole. A specified moisture barrier waterwell with an elastic gather shall be sewn to the moisture barrier sleeve and with all seams sealed to allow maximum channeling of water away from inside the moisture barrier/thermal liner sleeve end. This waterwell must pass the NFPA 1971 Whole Garment Liquid Penetration Test. The thermal liner/wristlet shall be bar tacked and seam sealed at the junction of the moisture barrier sleeve to waterwell seam to prevent liner pullout. This inner waterwell assembly shall be interface capable with the appropriate glove to provide wrist protection during the NFPA 1971 Whole Garment Liquid Protection Test.

17.10.2 External Wristlet: Every coat shall feature a 2.5-inch (6.4 cm) long 100% Nomex knit outer wristlet, which shall be mounted to the end of each outer shell sleeve to prevent liquid and debris movement up the sleeve between the outer shell and the moisture barrier/thermal liner assembly.

\_\_\_\_\_ Comply \_\_\_\_\_ Exception

- 17.11 Front Closure Protective Overlap: A minimum 1 ½ inch wide panel of Crosstech (film Facing outward) and specified thermal liner material shall be provided at coat front closure facings to preclude any type of break in the protective envelope. The entire circumference of a closed coat will consist of specified shell, moisture barrier, and thermal liner materials. The inside trailing edge of each 1 ½ inch wide inner panel shall have the moisture barrier wrapped around the edge by ½ inch to create an anti-wick guard. The thermal liner and moisture barrier assembly shall be attached to the coat facings and provide easy removal.

\_\_\_\_\_ Comply \_\_\_\_\_ Exception

- 17.12 Storm Flap: A rectangular system flap shall be centered over the left and right body panels to ensure there is no interruption in thermal or moisture protection in the front of the jacket. The outside storm flap shall be constructed of two plies of outer shell material. The outside storm flap shall be double stitched and shall be reinforced at the top and bottom with bartacks.

\_\_\_\_\_ Comply \_\_\_\_\_ Exception

- 17.13 Storm Flap and Jacket Closure System: The jacket shall be closed by means of (zipper and hook & pile tape) a heavy duty brass zipper on the jacket fronts and flame resistant hook & pile (e.g. velcro) fastener tape on the storm flap. The teeth of the zipper shall be mounted on Nomex cloth and shall be sewn into the respective jacket facings. The storm flap shall close over the left or right jacket body panel and shall be secured with minimum 2 inch flame resistant hook and pile tape. A minimum 2 inch strip of pile fastener shall be installed along the leading edge of the storm flap on the underside. A corresponding piece of hook fastener tape shall be sewn to the front body panel and positioned to engage the pile fastener tape when the storm flap is closed over the front of the jacket.

\_\_\_\_\_ Comply \_\_\_\_\_ Exception

- 17.14 Radio Pocket: One 3.5 inch wide x 9 inch deep full bellows radio pocket that expands by means of side and front gussets to a thickness of 2 inches in front, and back shall be located on the chest and shall not interfere with the MSA SCBA's currently being used by the South Bend Fire Department. Pocket shall have top and bottom pocket corners reinforced with bartacks. Drainage of moisture shall be provided by brass eyelets.

- 17.14.1 The pocket flap shall be constructed of two layers of outer shell material measuring approximately 5 inches deep and 1/4 inches wider than the pocket. The pocket flap shall be closed by means of hook and pile tape. A 2 inch by 3 inch piece of pile fastener tape shall be installed vertically on the pocket flap beginning at the center of the bottom of the flap. A 2 inch by 2 inch piece of hook fastener tape shall be installed horizontally on the outside of the pocket near the top center and positioned to engage the hook fastener tape.

- 17.14.2 The radio pocket shall be on the left chest.

\_\_\_\_\_ Comply \_\_\_\_\_ Exception

- 17.15 Microphone Straps: A microphone strap measuring 1 inch by 3 inch shall be mounted horizontally to the exterior of the coat, high on the chest, above the radio pocket. One shall be mounted on Radio Pocket Flap. It shall be sewn at the ends only. The strap shall be made of specified outer shell and shall not interfere with the MSA SCBA's currently being used by the South Bend Fire Department.

\_\_\_\_\_ Comply \_\_\_\_\_ Exception



- 17.16 Reflective Trim: All trim shall be Scotchlite II #9487, lime yellow / silver in color, and lock stitched. All trim shall comply with NFPA 1971 – 2006 edition.

Coat trim shall be applied as follows: New York Pattern: (1) 3 inch strip

- 17.16.1 Shall be set completely around each sleeve just above the elbow; (1) 3 inch strip completely around above the sleeve cuff, (1) 3 inch strip shall be set full circumference at the chest, and (1) 3 inch strip around the bottom of the coat.

\_\_\_\_\_ Comply \_\_\_\_\_ Exception

- 17.17 Reflective Lettering and Numbering: All lettering and numbering shall be lock stitched 3 inch high, lime yellow, Scotchlite material #8987.

- 17.17.1 Lettering on the back shall be "South Bend" straight lined – location to be determined after award of bid.

- 17.17.2 A three digit badge number will be placed at the top of the right sleeve just below the juncture of the sleeve and shoulder.

- 17.17.3 The 13 Chief Officer coats shall have the following additional lettering on the back of their coat sewn on an outer shell swatch:

8 – Battalion Chief, 4 – Assistant Chief, 1 – Fire Chief

\_\_\_\_\_ Comply \_\_\_\_\_ Exception

- 17.18 Take Up Straps: The coat shall include take up straps constructed of outer shell material to facilitate a trimmer fit. The take up straps shall be on each side. The take up straps shall be of the postman slide type and pull with a forward motion when tightened.

\_\_\_\_\_ Comply \_\_\_\_\_ Exception

- 17.19 Firefighter Drag Rescue Device (DRG)

\_\_\_\_\_ Comply \_\_\_\_\_ Exception

## 18 Pants Requirements:

- 18.1 Construction: The traditional style waist high pant shall be of multi piece construction and designed to interface with a coat as previously specified. All pants shall have suspenders and all pants shall be designed to be worn with, or without, suspenders.

\_\_\_\_\_ Comply \_\_\_\_\_ Exception

- 18.2 Moisture Barrier / Thermal Liner Attachment: The thermal liner / moisture barrier shall be completely removable from the shell for ease of cleaning by use of snap fasteners and hook & pile tape. A minimum of 8 snap fasteners evenly spaced shall secure the top of the liner to the underside of the waistband reinforcement and other shell to reduce the possibility of liner detachment while donning. Two snaps shall be set in double thickness heat resistant cloth tabs at each leg end.

\_\_\_\_\_ Comply \_\_\_\_\_ Exception

- 18.3 Waistband: The waistband of the pants shall be double stitched and reinforced on the inside with a separate piece of specified outer shell material (double stitched to the top of the waistband) not less than one inch in width. Crosstech (film facing outward) shall be sewn to the back of the waistband reinforcement so as to be sandwiched between the outer shell and the waistband reinforcement. The lower edge of the reinforcement shall be unattached to the shell to accept the thermal liner / moisture barrier. Eight (8) suspender attachments 3" X ½" sewn are to be spaced around the inside waist to accommodate the use of suspenders.

\_\_\_\_\_ Comply \_\_\_\_\_ Exception

- 18.3.1 Suspenders: Suspenders shall be provided and include a ring connector and a floating cross over in the back.

\_\_\_\_\_ Comply \_\_\_\_\_ Exception

- 18.4 Storm Fly / Closure: The outer shell shall have an overlapping fly front double attached the full length of the fly on the left side. The flap shall not be less than 2 ½ inches wide at waistband, cut diagonally to the bottom of the fly where it shall be reinforced with 2 bartacks. The storm shall be held closed along its length by means of hook & pile fastener tape with a minimum 2" inch width. Pile tape shall be secured along the underside of the leading edge of the fly flap for a distance of not less than 6 inches from the bottom of the fly closure to the waist area for proper alignment and secure closure. A corresponding piece of hook tape shall be lock stitched to the right side of the fly to engage the storm fly. Appropriate male and female snap fasteners halves shall be installed at the leading edge of the waistband for the purpose of further securing the trousers in the closed position. The storm fly shall be outer shell material lined with Crosstech (film facing outward) and thermal liner. A hook and dee ring closure shall be used for quick one motion closing at the waist.

\_\_\_\_\_ Comply \_\_\_\_\_ Exception

- 18.4.1 The dee ring shall be located on the leading edge of the external fly flap and the hook shall be inward facing on the right front body panel in the waist area. Both shall be riveted and reinforced with leather.

\_\_\_\_\_ Comply \_\_\_\_\_ Exception

- 18.5 Straps: The trousers shall be equipped with a take up strap (postman type) on each side, and shall be located in the waist area. The straps shall tighten with a forward motion and shall be constructed of outer shell material.

\_\_\_\_\_ Comply \_\_\_\_\_ Exception

- 18.6 Expansion Pockets: (2) 10 inch wide x 10 inch deep full bellows pockets that expand by means of side & bottom gussets to a thickness of 2 inches in front & back shall be double stitched to the outside of each thigh. The bottom portion of the pocket shall have a stitched crease. Right pocket shall be split 6" x 4" with one flap closure. Divider will be 7" measured from the bottom.

\_\_\_\_\_ Comply \_\_\_\_\_ Exception

- 18.6.1 Pocket Lining: Pockets shall be fully lined with 2 to 1, Kevlar twill. The back of the pocket (pant leg) shall be similarly reinforced. The top and bottom pocket corners shall be reinforced with bartacks for additional strength. Drainage of moisture to be provided by 2 non-rusting eyelets at the bottom of the left pocket. Right pocket shall have one eyelet for each compartment.

\_\_\_\_\_ Comply \_\_\_\_\_ Exception

- 18.6.2 Pocket Flaps: Pocket flaps shall be constructed of two (2) layers of outer shell material. The pocket flap shall be 5 inches in length and extend  $\frac{1}{2}$  inch wider than the pocket.

\_\_\_\_\_ Comply \_\_\_\_\_ Exception

- 18.6.3 Pocket Fastener: Attach a dee ring to the inside of the left pocket near the top of the right expansion portion of the pocket. The dee ring shall be reinforced with black leather

\_\_\_\_\_ Comply \_\_\_\_\_ Exception

- 18.7 Reflective Trim: The trousers shall have a stripe of reflective trim encircling each leg below the knee to comply with the requirements of NFPA #1971 (2006 Edition).

18.7.1 The trim bands encircling each leg shall be 3 inches wide.

18.7.2 The reflective trim shall be Scotchlite II #9487.

18.7.3 The trim shall be lime yellow with a silver strip.

18.7.4 The trim shall be lock stitched. (Refer to 13.2)

\_\_\_\_\_ Comply \_\_\_\_\_ Exception

- 18.8 Knees:

- 18.8.1 Knee Reinforcements: The knee area shall be reinforced with a piece of black suede leather and shall be double stitched to the outershell.

\_\_\_\_\_ Comply \_\_\_\_\_ Exception

- 18.8.2 Knee Pad Construction: Padding for the knees shall be accomplished with one layer of neoprene coated Q-9 and three layers of Q-9. All layers of Q-9 shall be sandwiched between the shell and the knee reinforcement layers. The neoprene shall face outward. Two additional layers of Q-9 shall be sandwiched between the thermal liner and moisture barrier.

- 18.8.3 Liner Knee Thermal Enhancement: An additional layer of specified thermal liner and moisture barrier material shall be sewn to the knee area of the liner system for added protection and increased thermal insulation of contact points. The knee thermal enhancement layers shall be sandwiched between the thermal liner and moisture barrier layers of the liner system and shall be stitched to the thermal liner layer only.

\_\_\_\_\_ Comply \_\_\_\_\_ Exception

- 18.9 Reverse Boot Cut: The trouser leg cuffs will be constructed in all three layers such that the leg is approximately 1 inch shorter than the front. This construction minimizes the chance of premature wear of the cuffs and injuries due to falls as a result of "walking" on trouser cuffs.

\_\_\_\_\_ Comply \_\_\_\_\_ Exception

- 18.10 Trouser Cuffs: Trouser cuffs shall be reinforced with black suede leather.
- 18.10.1 The cuff reinforcement shall not be less than 2 inches in width and folded in half, approximately one half inside and one half outside the end of the legs for greater strength and abrasion resistance. The cuff reinforcement shall be double stitched to the outer shell. Two double thickness heat resistant cloth tabs (one each side), measuring approximately 1 inch long shall be bartacked to the inside of each leg of the outer shell approximately 3 inches in from the bottom of the trouser leg. A female snap fastener half shall be installed at the end of each cloth tab and shall align with the male snap fastener halves installed at the bottom of the trouser thermal liner / moisture barrier. The cloth mounted snap fasteners shall secure the trouser thermal liner / moisture barrier to the outer shell within 3 inches of the cuff.

\_\_\_\_\_ Comply \_\_\_\_\_ Exception

- 18.11 Reflective Lettering and Numbering: All lettering and numbering shall be lock stitched 3 inches high, lime yellow, Scotchlite material #8987.
- 18.11.1 Lettering on the right leg expansion pocket flap shall read "SBFD" with no periods.
- 18.11.2 Numbering on the left leg expansion pocket flap shall be a three digit badge number.

\_\_\_\_\_ Comply \_\_\_\_\_ Exception

## 19. Breathability Requirement:

Excluding where required, necessary, or called for (i.e. trim, hook and pile tape, hardware, or hardware backing) all materials used in the construction of the garments shall be breathable and all moisture barrier used must be Crosstech. This requirement includes, but is not limited to: collar, throat strap, storm flap / fly, and front coat facings. This shall ensure maximum durability from washing and heat exposure.

\_\_\_\_\_ Comply \_\_\_\_\_ Exception

## 20. Exceptions to specifications:

Any exceptions to specifications herein shall be clearly pointed out in the bid proposal. Otherwise, it will be considered that items offered are in strict compliance with these specifications and the bidder will be held responsible for delivery of protective clothing that meets these specifications.

Any exception must be marked as such within the body of the bid and explained on a separate page marked "Exceptions".

The fire chief will have the final authority in accepting or rejecting any exceptions taken

## 21. OPTIONS:

21.1 Elbow Reinforcement (outer shell material)

21.2 Handwarmer pockets

21.3 Cargo/Handwarmer Expansion (bellows) Pockets: Each jacket front body panel shall have a 2 inch deep by 8 inch wide by 8 inch high expansion pocket double stitched to it and shall be located such that the bottom of the pockets are at the bottom of the jacket for full functionality when used with an SCBA. Retroreflective trim shall run over the bottom of the pockets so as not to interrupt the trim stripe. Two rust resistant metal drain eyelets shall be installed in the bottom of each expansion pocket to facilitate drainage of water. The lower half of the pocket shall be reinforced with an extra layer of outer shell material on the inside. The pocket flaps shall be rectangular in shape, constructed of two layers of outer shell material and shall measure 3 inches deeper than the pocket expansion and ½ inch wider than the pocket. The upper pocket corners and pocket corners and pocket flaps shall be reinforced with bartacks. The pocket flaps shall be closed by means of flame resistant hook and pile fastener tape. Two pieces of 1 ½ inch by 3 inch FR hook fastener tape shall be installed vertically on the inside of each pocket flap (one piece on each end). Two corresponding pieces of 1 ½ inch by 3 inch FR pile fastener tape shall be installed horizontally on the outside of each pocket near the top (one piece on each end) and positioned to engage the hook fastener tape. Additionally, a separate hand warmer pocket compartment will be provided under the expandable cargo pocket. This compartment will be accessed from the rear of the pocket and shall be lined with Nomex Fleece for warmth and comfort.

21.3.1 Expansion Pocket Reinforcements: The pocket shall be reinforced with an extra layer of outer shell material.

- 21.4 Name Panel: A firefighter's last name shall be provided for each coat ordered. The last name shall be lock stitched on a panel of outer shell material and this panel shall be located on the lower area of the coat.
- A. Please provide this cost using 2 inch lettering and 3 inch lettering, reflective yellow scotchlite material #8987.
  - B. 248 names, 1719 letters, 8 last names more than 10 letters, longest last name 13 letters.
- 21.5 Trouser Leg Water Dam: The trouser legs shall be equipped with a water dam at the boot interface. Flam resistant moisture barrier material shall be sewn to the inside of the leg of the outer shell approximately 3 inches from the cuff. The loose end shall be elasticized to provide a snug fit at the boot. The moisture barrier material shall also line the inside of the leg of the outer shell from the cuff to a point approximately 3 inches up where it joins the water dam, and is stitched to the shell. This water dam configuration serves to inhibit water penetration at the boot interface.
- 21.6 In Gear Harness: Class II in pants or Class III coat and pants.
- 21.7 The following words to be printed on a label on each garment:  
"Property of South Bend Fire Department"  
"Firefighter's Name"

CITY OF SOUTH BEND  
INSTRUCTIONS TO BIDDERS  
FOR  
INVITATIONS TO BID

1. BID FORMS AND EXECUTION

- (A) Bidders are expected to examine the Drawings, Specifications, Proposal, and all Instructions. Failure to do so will be at the Bidder's risk.
- (B) Each Bidder shall furnish all information required by the Notice, Instructions to Bidders and Specifications. Bids must be made on Form No 95 (revised 1987), as prescribed by the State Board of Accounts. The Bidder shall sign the Proposal and Non-Collusion Affidavit on Form 95 where indicated, provide a notary signature and all other information required.
- (C) The Bidder shall sign the Proposal in the following manner: If the Proposal is made by an individual, his/her name and post office address must be shown. If made by a partnership or joint venture, the name and post office address of each member of the partnership or joint venture must be shown. If made by a corporation, the Proposal must be signed by an office of the corporation or by a representative duly authorized by the corporation to execute the Proposal in its behalf

2. SEALED BIDS ONLY

- (A) Bids, Proposal Guaranty, and other required documents must be submitted in a sealed envelope marked on the outside with the general classification of materials bids, i.e., "Bid for Computer Equipment", "Bid for Front End Loader", or "Bid for Office Supplies".
- (B) When samples are required, such samples shall be delivered or shipped at the bidder's expense to the address specified in the Invitation to Bid. Samples must be shipped separately from bid documents and labeled clearly with the Bidder's name, address, the commodity or equipment classifications and documents, the item (and item number, if any), and Material Safety Data Sheets (if applicable). All samples must be representative of the commodities or equipment which will be supplied by the successful Bidder. All samples will become the property of the City of South Bend and none will be returned, unless otherwise stated in the Specifications.
- (C) In the event of an inconsistency between provisions of the Contract documents, the inconsistency shall be resolved by giving precedence in the following order:

Order of Precedence

- 1. Form 95 or Form 96 and attached Proposal
- 2. Amendments to Specifications
- 3. Specifications
- 4. Special Provision
- 5. Instructions to Bidders
- 6. Notice to Bidders

### 3. DELIVERY OF BIDS

- (A) Bids must be delivered to the Office of the Clerk of the Board of Public Works, 13th Floor, County-City Building, Room 1308, 227 West Jefferson Boulevard, South Bend, Indiana 46601 (219) 235-9251, by the time specified (local time) in the Notice to Bidders. If not delivered personally, the sealed envelope containing the Bid must be mailed to the following address:

City of South Bend  
Clerk of the Board of Public Works  
1308 County-City Building  
13th Floor  
227 West Jefferson Boulevard  
South Bend, Indiana 46601

The Post Office Department will be considered agent of the Bidder in delivering the bid. The City will not be responsible for late deliveries. **Any Bids received after the time specified will be returned unopened.**

- (B) Bids will be opened and read publicly at the time and place designated in the Notice to Bidders. Bidders, their authorized agents, and public are invited to be present.

### 4. ADDENDA - NO VERBAL INTERPRETATIONS

No inquiries by Bidders relative to interpretation of Plans, Specifications, Special Provisions, or other Bidding Documents will be answered verbally. If any prospective Bidder is unable or unwilling to comply with one or more requirements of the Bidding Document, such Bidder should so inform the Board of Public Works in writing. Upon receipt of such information, consideration will be given to the advisability of issuing an Addendum which would thereupon become applicable to all Bidders. Any such inquiry must be submitted at least seven (7) days prior to the bid opening date in order to give the Board sufficient time to consider any necessary Addendum. All answers to such inquiries, in the form of Addenda, will be furnished to all prospective Bidders who have registered with the City. All Bidders are required to acknowledge receipt of any Addenda by inserting the Addendum number and the issuing date on executed Proposals.

### 5. REJECTION OF PROPOSALS CONTAINING ALTERATION, ERASURES, INCOMPLETE BIDS AND ETC.

- (A) Proposals shall be rejected if they show any alteration of form, additions not called for, conditional or alternate bids (except when and insofar as are invited), incomplete bids, erasures, or irregularities of any kind.
- (B) All blank spaces for bid prices must be filled in, in ink, with the unit price and total price for each item (this does not apply to divisible bids). In case of incorrect totaling of amounts and where the unit price and the extension thereof do not agree, the unit price for each item shall govern, and the City is authorized to correct all erroneous extension and totals for the purpose of comparing bids.



6. TRADE DISCOUNTS

Trade discounts shall not be shown separately, but shall be incorporated in the Bidder's unit price, unless otherwise specified.

7. TAX EXEMPTIONS

The City of South Bend is exempt from the payment of federal excise and transportation taxes levied under the provision of the Internal Revenue Code. It is also exempt from the Indiana State Gross Retail Tax (sales tax). The City will furnish the successful Bidder with any certificate of exemption required.

8. WITHDRAWAL OF BIDS

Withdrawal of bids will be allowed only in those cases in which a written request to withdraw a bid is received by the Board of Public Works prior to the date and hour for receiving and opening bids. In such cases, the same will be returned to Bidder unopened.

9. ESCALATOR OR CONTINGENT CLAUSES

The use of escalator clauses or other contingent clauses by the Bidder is prohibited, unless requested or permitted by the Invitation to Bid. No Proposal shall contain nor be accompanied by any writing purporting to limit or qualify the City's right to accept such Proposal or purporting to alter such Proposal or any Contract which may be executed pursuant thereto.

10. PRICES MUST BE DELIVERED PRICES

The bid price shall be a delivered price. All materials shall be shipped f.o.b. destination as specified in the Invitation to Bid.

11. AWARD - WAIVER OF TECHNICALITIES

The Award of Bid, if any award be made, will be made within sixty (60) calendar days after the opening of Proposals to the lowest responsible and responsive Bidder whose Proposal complies with all the requirements prescribed, exclusive of technicalities waived. Until the final award of the Bid, however, the right is reserved by the City to reject any and all Proposals and to waive technical errors.

12. SPLITTING OF AWARDS/DIVISIBLE BIDS

Bids will be awarded on the basis of the total dollar amount for all items in the Proposal unless the bid is described by the City as a Divisible Bid. The City may award a Divisible Bid to the lowest responsible and responsive Bidder for each item or class of items as indicated in the bid documents.

13. BIDDER QUALIFICATION

The City may require any Bidder to submit evidence of qualifications, and may consider any evidence of the financial, technical, and other qualifications and abilities of the Bidder. The City will not award a Contract to a Bidder who, in its opinion, is not fully qualified on the basis of financial resources and responsibility, possession of adequate equipment, personnel, experience, and past record of performance to perform the obligations to be undertaken competently and without delay.

14. PURCHASE ORDERS

A purchase order will be issued to the successful Bidder after formal acceptance of the bid is made by the City.

15. NEW MANUFACTURE

Unless otherwise specified in the Invitation to Bid, the items offered shall all be new and the latest model of manufacture.

16. SOURCE OF SUPPLY

If the Bidder is not a manufacturer, the source of supply must be shown and all sub-contractors must be identified.

17. PACKAGING

All items shall be delivered strongly packed and marked according to accepted commercial practice unless otherwise directed in the Specifications. No charge shall be made for containers and the City shall have no obligation to return containers unless otherwise provided by the Specifications or Special Provisions. Any items not received in good condition will be rejected.

18. INSPECTION OF GOODS

The City of South Bend reserves the right to inspect and have any goods tested after delivery for compliance with the Specifications. Notice of latent defects, which would make the item unfit for the purposes for which they are required, may be given at any time within one year after discovery of the defects.

All items rejected must be removed immediately by the Contractor at the expense of the Contractor. If the Contractor fails or refuses to remove the rejected items. They may be sold by the City.

In some cases, at the discretion of the City, inspection of the commodities or equipment will be made at the factory, plant, or other establishment where they are produced before shipment.

The above provision shall not be construed in limitations of any rights the City may have under any laws including the Uniform Commercial Code.

19. ASSIGNMENTS

No person to whom a Contract has been awarded may assign his interest in the Contract without the consent, in writing, of the City.

20. CANCELLATION

The City of South Bend reserves the right to cancel any Contract for failure or refusal of performance, fraud, deceit, misrepresentation, collusion, conspiracy, or any other misconduct on the part of the Contractor.

21. DEDUCTION OF DAMAGES

If the City cancels the Contract for any cause, it shall deduct from whatever is owed the Contractor on the Contract or any other Contract, any amount sufficient to compensate the City for any damages suffered by it because of the Contractor's wrongdoing.

22. METHOD OF INVOICING FOR PAYMENT

Contractor shall bill the City: (a) on regular invoice form giving a complete and detailed description of the goods delivered, including purchase order number; and (b) if the Contractor allows a discount, the period of time in which the City must make payment to qualify for the discounts shall be computed from the date the City received the invoice (completely filled out), or the date the goods are delivered and accepted, whichever may be later, and shall be not less than twenty (20) days and (c) if more than one shipment is made under the Contract and on the same purchase order, the City will make partial payments on a basis that is agreeable to both parties.

23. OWNERSHIP OF GOODS

The goods which are the subject of the Contract shall remain property of the Contractor until delivered to and accepted by the City of South Bend.

24. ESTIMATED QUANTITIES

If the quantity set forth in the Notice to Bidders and Proposal is approximate and represents the estimated requirements of the City for a specified period of time, the unit price and the extended total price thereof shall be used only as a basis for the evaluation of bids. The actual quantities necessary may be more or less than the estimate, but the City shall neither be obligated nor limited to any specific amount. The City will, if at all possible, restrict increases to twenty percent (20%) of the estimated quantity and will, if at all possible, restrict decreases to twenty percent (20%) of the estimated quantity.

25. TERM "OR EQUAL"

Where the term "OR EQUAL" is used in these Specifications, the Bidder deviating from specified item shall file with his/her bid a letter fully explaining and justifying his/her proposed article or equal. The City of South Bend shall be the sole judge in determining if the 'OR EQUAL' offered meets the Specifications.

26. INDEMNIFICATION CLAUSE

The Contractor agrees to indemnify, defend and hold harmless the City of South Bend, its agents, officers, and employees, from all costs, losses, claims and suits, including court costs, attorney fees, and other expenses, arising from or out of the negligent performance of this Contract by the Bidder, or because or arising out of any defect in the goods, materials or equipment supplied by the Bidder.

# CITY OF SOUTH BEND

## CHECKLIST FOR BIDDERS

From time to time the South Bend Board of Public Works finds it necessary to reject a bid because it does not comply with statutory requirements. In preparing your bid, please use the following checklist in order to make sure that your bid is done in the proper manner.

- \_\_\_\_\_ Bid prepared on appropriate State Board of Accounts form provided by the Board of Public Works.
- \_\_\_\_\_ Bid **signed** by proper party with name either printed or typed underneath signature.
- \_\_\_\_\_ Non-Collusion Affidavit (found on prescribed State Board of Accounts form provided) properly notarized. Please note that proper notarization includes name and county of residence of notary typed beneath notary's signature, date commission expires and notary seal.
- \_\_\_\_\_ Proper bid security included. The Bidder has the option of providing either a Certified Check or Bid Bond in the amount indicated in the "Notice to Bidders".
- \_\_\_\_\_ All required additional information is included with the bid.
- \_\_\_\_\_ Non-Discrimination Commitment form, as provided in bid packet.
- \_\_\_\_\_ Bid forwarded to the Board of Public Works, 1316 County-City Building, with adequate time to enable it to arrive before 9:30 a.m. on the deadline date. All bids received after the legally published deadline date and time will be rejected.

**NOTE:** Incoming mail does not reach the Board of Public Works until after 9:30 a.m. If you are sending your bid via Federal Express or another overnight source, please confirm that your package will arrive before the bid opening time and date.

Form No. 95 (Revised 1987)

**BID OF**

(Contractor)

(Address)

**FOR SALE OR  
LEASE OF MATERIALS**

(Defined at I.C. 36-1-2-9.5)

FILED \_\_\_\_\_, 19\_\_\_\_

THIS BID ACCEPTED FOR THE  
FOLLOWING CLASSES OR ITEMS

this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

P.O. No: \_\_\_\_\_

Date \_\_\_\_\_

IF NO PART OF BID IS ACCEPTED, WRITE  
THE WORD "REJECTED" ACROSS FACE

**BID, OFFER OR PROPOSAL FOR SALE OR LEASE OF MATERIALS**(Defined at I.C. 36-1-2-9.5)  
(Please type or print)

Date: \_\_\_\_\_

1. Governmental Unit: \_\_\_\_\_
2. County: \_\_\_\_\_
3. Bidder (Firm): \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State: \_\_\_\_\_
4. Telephone Number: \_\_\_\_\_
5. Agent of Bidder (If applicable): \_\_\_\_\_

Pursuant to notices given, the undersigned offers bid(s) to \_\_\_\_\_ (Governmental Unit) in accordance with the following attachment(s) which specify the class or item number or description, quantity, unit, unit price and total amount.

The contract will be awarded by classes or items, in accordance with specifications. Any changes or alterations in the items specified will render such bid void as to that class or item. Bidder promises that he has not offered nor received a less price than the price stated in his bid for the materials included in said bid. Bidder further agrees that he will not withdraw his bid from the office in which it is filed. A certified check or bond shall be filed with each bid if required, and liability for breach shall be enforceable upon the contract, the bond or certified check or both as the case may be.

\_\_\_\_\_  
Signature of Bidder or Agent**BID OFFER OR PROPOSAL**

Attach separate sheet listing each item bid based on specifications published by governing body. Following is an example of the bid format:

Class or Item	Quantity	Unit	Description	Unit Price	Amount

**NON-COLLUSION AFFIDAVIT**

STATE OF INDIANA

) SS:

\_\_\_\_\_  
COUNTY)

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

\_\_\_\_\_  
Bidder (Firm)\_\_\_\_\_  
Signature of Bidder or Agent

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

When the prospective offerer/seller is unable to certify to any of the statements below, it shall attach an explanation to this Affidavit.

**NON-COLLUSION AND NON-DEBARMENT AFFIDAVIT AND  
NONDISCRIMINATION COMMITMENT FOR SELLERS**

STATE OF INDIANA )

) SS:

\_\_\_\_\_ COUNTY )

The undersigned seller or agent, being duly sworn on oath, says that it has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor to prevent any person from making an offer nor to induce anyone to refrain from making an offer and that this offer is made without reference to any other offer.

The prospective seller certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

The undersigned seller agrees that the following nondiscrimination commitment shall be made a part of any contract which it may henceforth enter into with the City of South Bend, Indiana or any of its agencies, boards or commissions:

Seller agrees not to discriminate against any employee or applicant for employment in the performance of this contract with privileges of employment, or any matter directly or indirectly related to employment, because of race, religion, color, sex, handicap, national origin or ancestry. Breach of this provision may be regarded as a material breach of the contract.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2006

Seller (Firm)

Signature of Seller or Agent

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_.

My Commission Expires: \_\_\_\_\_

Notary Public

County of Residence: \_\_\_\_\_